IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.1950 OF 2004

IN

SUIT NO.1797 OF 2004

...

Swati Sharad Apte & ors. ...Plaintiffs

v/s.

Ravindra Madhavrao Chavan
and ors. ...Defendants

...

Mr.R.S.Apte i/b N.R.Bubna for the Plaintiffs.

Mr.Rahul Chitnis i/b Wadia Gandhy & Co. for the Defendants Nos. 1 & 2.

...

CORAM: D.K.DESHMUKH, J.

DATED: 29TH APRIL,2005

P.C.:

By consent of parties, motion is granted in terms of prayer clause (b), excluding bracketed portion. The

2. Receiver shall take initially only symbolic possession. The Receiver shall appoint the Defendants Nos. 3 & 4 as agent of the Receiver to be in possession of the gala on usual terms and conditions, except security and royalty. But the Defendants Nos. 3 & 4 shall not be entitled to use the gala for any purpose, except for the purpose of protecting the property.

3. The Receiver shall, thereafter, take immediate steps to sell the gala by following usual procedure.

4. Sale proceeds received by the Receiver shall be invested in fixed deposit in any nationalised bank.

5. After the sale is completed, the parties shall be at liberty to apply to the court for further reliefs.

6. For the purpose of conducting the sale, the Plaintiff shall put the Receiver into funds.

7. It goes without saying that after the sale-proceeds are received, the Receiver shall first reimburse the amount paid by the Plaintiff for the purpose of conducting the sale.

8. It is clarified that at the sale both the Plaintiff and the Defendant shall be entitled to bid at the auction.

9. Notice of Motion disposed of.

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